

Town of Camp Verde



Owner-Occupied Housing Rehabilitation Program

Invitation to Bid
HOME GRANT
Project #302-11-01

ITB Available for Distribution on March 23, 2012
Bid Submission Deadline: 2:30 p.m., April 30, 2012

Deliver Bids/Proposals to:
Office of the Town Clerk
Town of Camp Verde
473 South Main Street Suite 102
Camp Verde, Arizona 86322
(928) 567-6631 ext. 107

debbie.barber@campverde.az.gov

**TOWN OF CAMP VERDE
NOTICE INVITING BIDS
Owner-Occupied Housing Rehabilitation Program
473 South Main Street, Suite 102
Camp Verde, Arizona 86322**

The Town of Camp Verde (TOWN), through a HOME Investment Partnership Grant (HOME) from the ARIZONA DEPARTMENT OF HOUSING will accept bids from qualified firms or individuals to perform the following services:

1. Sealed Bids will be received at the Office of the Town Clerk, Town of Camp Verde, 473 South Main Street, Suite 102, Camp Verde, Arizona 86322 until **2:30 p.m.** Mountain Standard Time on **Monday, April 30, 2012** for the performance of the Work entitled "Town of Camp Verde HOME Contract #302-11-01 Owner Occupied Home Rehabilitation Program." Work to be conducted involves the removal of one existing mobile home and add-on, and the replacement of this home with a new or gently used manufactured housing. The new home must meet Uniform Building Codes and HUD Housing Quality Standards. This project is being funded under the Federal HOME Program, Arizona Housing Trust Fund, and the Town's Revolving Loan Fund. Bids will be opened publicly and read aloud on **Monday, April 30, 2012 at 3:00 p.m.** at Town Hall at 473 S. Main St., Suite 102, Camp Verde, Arizona 86322.
2. Bidders may obtain a copy of the Contract Documents at the offices of Town Hall at 473 S. Main St., Suite 102, Camp Verde, Arizona 86322 or online at www.campverde.az.gov.
3. The Town will conduct a pre-bid conference and Contractor walkthrough on **April 9, 2012 from 10:00 a.m. until 12:00 p.m.** Interested bidders should meet at the jobsite located at **3319 E Robin Lane, Camp Verde, AZ**. Individuals with special accessibility needs may contact the Town of Camp Verde Program Administrator at (928) 567-6631 ext. 107 at least 72 hours prior to the meeting.
4. For additional information on project location, as well as additional bidding procedures contact: Deborah Barber, Program Administrator, 473 South Main, Suite 102, Camp Verde, AZ 86322 or at (928) 567-6631 ext. 107.
5. Any Bid received after the closing time will be returned unopened.
6. The Contract Time is hereby established as **sixty (60) consecutive calendar days**. Completion time is a critical component to ensure successful completion of HOME grant requirements.
7. The fixed liquidated damages amount is hereby established as two hundred and fifty dollars (\$250.00) for each calendar day of unauthorized delay in completion of the Work.
8. Each Bid must be accompanied by the prescribed bid security in the form of a certified check, cashier's check or bid bond in an amount not less than ten percent (10%) of the total amount of the Bid, including the aggregate of all separate bid items and schedules covered by the Bid. Bonding companies issuing acceptable bonds in conjunction with this project must hold a certification of authority to transact surety business in Arizona as issued by the Director of the Department of Insurance. All bid security shall be made payable, without condition, to the Town of Camp Verde. Said bid security shall be considered liquidated damages and shall be forfeited to the Town in the event the proposal is accepted and the successful bidder fails to execute the contract and furnish the required proof of insurance within ten (10) working days after the notice of the bid award.
9. No Bid or bid security may be withdrawn for thirty (30) calendar days after the date Bids are received.

10. The successful Bidder shall execute the Contract Agreement within ten (10) calendar days after the date of the Notice of Award.
11. The Town of Camp Verde may withhold issuance of the Notice to Proceed for a period not to exceed thirty (30) days after the date the Contract Agreement is executed.
12. The Contractor shall start the Work immediately upon receipt of the Notice to Proceed.
13. Bidders must be eligible to participate in a federally funded construction project. The Town of Camp Verde reserves the right to disqualify an otherwise successful Bid if the Bidder is found to be on a federal or state "disqualified bidders list."
14. Section 3 of the Housing and Urban Development Act of 1968, as amended, provides that to the greatest extent possible, opportunities for contracts in conjunction with a HUD financed project should be awarded to businesses located within the unit of general local government receiving the HOME grant.
15. To the greatest extent possible, opportunities will be made for small, minority or female owned business to bid and participate in the HUD financed project.
16. Contractor will not discriminate against any qualified employee or qualified applicant for employment because of race, color, religion, sex, age, handicap or national origin.
17. Any questions relative to the intent of this Invitation to Bid shall be directed to Deborah Barber, Program Administrator at (928) 567-6631 extension 107.
18. Home Owner's and Town of Camp Verde's Rights Reserved. The Home Owner and the Town of Camp Verde reserve the right to reject any or all Bids, to waive any informality in a Bid, to waive irregularities of information in any bid, and to make awards in the best interest of the Home Owner.
19. Each proposal shall be presented in accordance with the specified requirements in the Attachments. Supplementary materials such as exhibits, informational brochures, floor plans, photographs, and other relevant information should also be submitted with proposal.
20. The Town of Camp Verde is an Affirmative Action/Equal Opportunity Employer.

Dated **March 1, 2012**

Publish **March 23, 30, and April 6, 2012**

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SECTION I-A INSTRUCTIONS TO BIDDERS

1. These documents constitute the complete set of specifications, requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. Bids shall be submitted in sealed envelopes and plainly marked with "Town of Camp Verde HOME Contract #302-11-01. Telephone or facsimile bids will not be accepted. Bids not submitted on the enclosed Bid Quotation Form with accompanying Bid Specification Worksheet shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit (2) two sets (one (1) original and one (1) copy of their bid, complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids which do not comply with the requirements may be rejected at the option of the Town.

2. **SITE INSPECTIONS & PRE-BID CONFERENCE**

Bidders are encouraged to visit the site prior to submitting a bid. Contact the Program Administrator at 928-567-6631 ext. 107 to schedule a time. In addition, a Pre-Bid Conference and bidder site inspection will be held on **Monday, April 9, 2012** from **10:00 a.m. to 12:00 p.m.** The conference will begin at the site located at **3319 E. Robin Lane, Camp Verde**. Bidders are expected to participate in site inspections to evaluate existing conditions in preparation of accurate bid proposals.

3. **EXAMINATION BY BIDDERS**

At his/her own expense and prior to submitting his Bid, each Bidder shall (a) examine the Contract Documents, (b) visit the site and participate in site walkthroughs to evaluate the existing conditions that may affect the performance of the Work, (c) review and become familiar with all laws, ordinances, rules, regulations and codes affecting the performance of the Work including the cost of permits and licenses required for the Work and review Town and HUD Housing Quality Standards, (d) determine the character, quality, and quantities of the Work to be performed and the materials and equipment to be provided, and (f) correlate Bidder observations, investigations, and determinations with the requirements of the Contract Documents. No additional payment will be made if actual conditions differ from the design conditions, unless a change order is issued.

4. **BID SECURITY**

Each Bid shall be accompanied by a Bid Security of not less than 10% of the total bid (including the aggregate of all separate bid items and schedules covered by the Bid), in the form of a certified check, a bank cashier's check, or a Surety Bid Bond. Checks or Bid Bond shall be made payable to the Town of Camp Verde. The Bid Security will be held by the Town as a guarantee that the Bidder, if awarded the Contract, will enter into the Contract Agreement in good faith and furnish the required Bonds and proof of Insurance. Each Bidder hereby agrees that, in case of their refusal or failure to execute the Contract Agreement if awarded to them and to furnish the Bonds within the time required by the Contract Documents, the Bid Security and the monies represented thereby shall remain the property of the Town as compensation for damages the Town may suffer by reason of such failure or refusal, not exceeding the amount of the Bid Security.

5. INTERPRETATIONS

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the Town in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Bid Documents shall be requested in writing, and received by the Town at least seven (7) days prior to the Bid Opening. Inquiries shall be addressed to the attention of Deborah Barber, Program Administrator. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretations of a change to the bid will be made in the form of a written Addendum to the bid.

6. ADDENDUM

In the event changes must be made to the Invitation to Bid (ITB), an addendum(s) will be prepared and issued to all bidders who have received the original ITB.

7. REQUEST FOR SUBSTITUTIONS OR EQUALS

Bidders wishing to propose substitute or equal materials, equipment items, or types of construction shall submit a written request fully and technically describing each proposed item and its intended use. Bidders will be notified of approved substitute or equal items by Addendum only.

8. SUBCONTRACTOR LIST

Each Bidder shall list in the spaces provided on the Subcontractors List Form the name, contact information, and Registrar of Contractor's number(s) for each subcontractor proposed to perform or render service for a portion of the Work, or to specially fabricate and install a portion of the Work.

9. AWARD

This bid packet consists of one (1) request for bids which, if awarded, will be awarded to a licensed General Contractor and/or a Manufactured Home Dealer of the State of Arizona. The dwelling will be awarded on the following criteria. The Contract for the Work, if awarded, will be awarded in writing to the lowest responsive and responsible Bidder pursuant to paragraph 13 below, complying with these Instructions to Bidders, the Notice Inviting Bids, and other bidding requirements in the Contract Documents. By submitting a Bid, each Bidder agrees and consents that the Home Owner, with the Town of Camp Verde assisting in determining the successful Bidder and his eligibility for the award, may consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, compliance with HUD Section 3, and other factors which could affect the Bidder's performance of the Work. If a Bidder receiving a Notice of Award fails or refuses to execute the Contract Agreement within the stated time limit or fails or refuses to furnish the Bonds and proof of Insurance as required herein, the Town may annul the award and declare the Bid Security forfeited, and may issue an award to the next lowest responsible Bidder or may reject all Bids and re-advertise the project.

10. BONDS

The successful Bidder shall furnish to the Town a Performance Bond ensuring the performance of the Work in accordance with the Contract Documents and a Payment Bond ensuring the payment of all obligations arising from the Work. Bonds shall be delivered to the Town at the time and place the Contract Agreement is

executed unless otherwise provided in the Contract Documents or otherwise approved in writing by the Town of Camp Verde.

- a. Failure to execute the bond(s) within the time specified shall allow the Town to consider that the Bidder has abandoned the Contract, in which case the check or bidder's bond accompanying the proposal shall be the property of the Town.
- b. The Performance and Payment Bonds shall each be for 100% of the total amount awarded to the Bidder. The Bond covering payment shall comply with the laws of the State of Arizona.
- c. All bonds and endorsements thereto to be submitted in this Contract shall be written by a company of a minimum of a "A" rating and of adequate financial category as rated by the current edition of Best's Key Rating Guide as published by A.M. Best Company, Oldwick, New Jersey 08858.

11. HOME FUNDING

The HOME Contract #302-11, Housing Rehabilitation Project is a federally funded project under the Office of Housing and Urban Development (HUD) HOME Investment Partnership Program (HOME) administered through the Arizona Department of Housing (ADOH). Federal civil rights equal opportunity and other provisions apply to all contracts issued under this Project. Civil rights requirements are provided in this bid package.

12. INTEREST OF MEMBERS OF ADOH AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of the Town of Camp Verde who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

13. RATING PROCEDURES

The Camp Verde Program Administrator or his/her designated representative and the Homeowner(s) will rate each bidder according to the lump sum amount of all required bid items from the Bid Quotation Form. The homeowner will select the contractor. Contract will be awarded by the Homeowner(s) in writing to the lowest responsive and responsible bidder. The homeowner may award a higher bid if the dollar difference between the low bid and the selected contractor is paid for by the homeowner and deposited in the program account prior to the start of construction.

14. CONTRACTOR QUALIFICATION STATEMENT

The Bidder is required to complete the Contractor Qualification Statement provided in this bid package.

15. EXECUTION OF BID

Bids shall be submitted in typewritten form or legibly printed in ink, shall contain the full name of the person, firm or corporation submitting bid, and shall be signed in ink by that person, or an authorized representative of the firm or corporation. If the firm submitting the bid is a corporation, a notarized and properly executed affidavit, a copy of which is incorporated herein and attached hereto, shall be attached which attests that the

firm's representative signing the Bid Proposal Form has the legal ability to bind the Bidder in contractual obligations.

All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way.

16. RIGHTS RESERVED

The Home Owner and the Town reserve the right to reject any or all Bids, to waive any informality or irregularity in any Bid, to have performed the entire Work defined by the Contract Documents or such parts of said Work as the Town may elect.

17. LEGAL REQUIREMENTS

Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

18. EEO STATEMENT

The Town is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

19. DELAYS

The Town, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the Town to do so. The Town will notify bidders of all changes in scheduled due dates by written addendum.

20. BID OPENING

Shall be public, at the address, date, and time specified on the Notice Inviting Bids. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The Town will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Town Clerk's Department shall serve as the official authority to determine lateness of any bid. It is the Bidder's sole responsibility to assure that his/her bid is completed and delivered at the proper time and place of the bid opening. Offers by facsimile, telegram, or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids.

21. TAXES

The Town is not exempt from Federal Excise and Arizona Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind, if applicable.

22. ERRORS

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. FAILURE TO DO SO WILL BE AT BIDDER'S RISK. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly.

Written amounts shall take precedence over numerical amount. In the event of addition error(s), the unit price and extension thereof will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

23. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Form attests to this.

24. CONTRACTUAL AGREEMENT

The terms, conditions and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Bid Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Arizona.

25. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Bidder certifies that all material, equipment, etc. contained in his/her bid meets applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc. delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect of the date of delivery, all costs necessary to comply with the requirements shall be born by the Bidder. Bidder's personnel shall comply with OSHA related requirements and standards while on project.

26. COMPLIANCE WITH FEDERAL AND STATE LAWS

The Bidder understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Under the provisions of A.R.S. §41-4401, Bidder hereby warrants to the Town that the Bidder and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of the Agreement and shall subject the Bidder to penalties up to and including terminations of this Agreement at the sole discretion of the Town.

The Town retains the legal right to inspect the papers of any Bidder or subcontractor's employee who works on this Agreement to ensure that the Bidder and/or any subcontractor are complying with the Contractor Immigration Warranty. Bidder agrees to assist the Town in regard to any such inspections.

The Town may, at its sole discretion, conduct random verification of the employment records of the Bidder and any of the subcontractors to ensure compliance with Contractor Immigration Warranty. Bidder agrees to assist the Town in regard to any random verification performed.

Neither the Bidder nor any of the subcontractor(s) shall be deemed to have materially breached the Contractor Immigration Warranty if the Bidder or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

27. WARRANTY

Warranty service shall be the responsibility of the Bidder who is awarded and executes the Contract Agreement (the "Contractor") and shall meet or exceed the industry standard for the product or service, in no case shall be less than two (2) years.

28. CONTRACT COMPLETION

The Contractor will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the Notice To Proceed and will complete the same as follows: All Work shall be completed within sixty (60) calendar days of the date of the Notice To Proceed, the period for completion may be extended by a properly executed Change Order approved by the Program Administrator.

SECTION I-B
NOTICE TO BIDDERS OF PROCEDURES TO FOLLOW
IF PROTESTING A BID OR PROCUREMENT PROCESS
OR CONTRACT DISPUTE
USED IN CONJUNCTION WITH A HOME FUNDED PROJECT

- ◆ The protestor has a right to protest a decision related to bids or bidder selection or non-selection or a Contract Dispute. Protester may first inform the Program Administrator informally/verbally of the nature and reason for the protest and provide the business name, address, and phone number of the protesting party(ies). If the protestor is not satisfied with the verbal response, he/she may then proceed to the next step:
- ◆ The protestor provides a formal written protest. At minimum, this must state the reason for the particular protest, be dated, signed, and provide the business name, address, and phone number of the protesting party(ies). Receipt of a written protest must be at Camp Verde Town Hall, 473 South Main Street, Camp Verde, Arizona 86322, to the Attention of "Town Clerk" by mail, or may be presented personally to the Town Clerk's Office.
- ◆ Written protests meeting the above minimum criteria will be reviewed by the Program Administrator. A written Town response shall be sent to the protestor no later than fifteen (15) days from the receipt of such written protest. If the protestor still is not satisfied, he/she may proceed to the next step:
- ◆ If the complainant is not satisfied with written response, he/she may prepare and submit the complaint to the Town Manager, who will schedule a meeting with the Program Administrator to review the findings. The Town Manager shall provide a written response to the complainant with ten (10) working days. The Town Manager's decision is to be considered FINAL.
- ◆ If the complainant is still not satisfied, the complainant may appeal to other parties they deem necessary, e.g. Arizona Department of Housing, Arizona Registrar of Contractors

(The Program Administrator will assist in providing the proper 504 or ADA procedure(s) with respect to complaints regarding alleged discrimination.)

SECTION I-C

GENERAL CONDITIONS

1. **DEFINITIONS.** Whenever the following words and expressions appear in this Invitation to Bid document or any amendment thereto, the definition or meaning described below shall apply.
 - a. **Addendum** means a written, official modification to the ITB or to the contract.
 - b. **Amendment** shall have the same meaning as addendum.
 - c. **Attachment** applies to all forms which are included with an ITB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
 - d. **Bid Deadline**, Bid Date and Bid Time and similar expressions mean the exact deadline required by the ITB for the receipt of bids.
 - e. **Bidder** means the person or organization that responds to an ITB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the ITB document.
 - f. **Change Orders** mean any addendum, additions, deletions, or revisions in the Work authorized in writing by the Town of Camp Verde.
 - g. **The Contact Person** as referenced herein is a representative of the Town of Camp Verde.
 - h. **Contract Agreement** means the Owner-Contractor Rehabilitation Contract, the Rehabilitation Contract between the Town of Camp Verde and the OWNER and this Request for Bids Home Grant #302-11 with all attachments thereto which together contain the entire agreement among the OWNER(S), the CONTRACTOR and the Town of Camp Verde.
 - i. **Contract Documents** mean all fully executed documents of the Contract Agreement.
 - j. **Contract Time** means the time to completion of all Work under this Contract Agreement, beginning on the date of the Notice to Proceed.
 - k. **Contract Date** means the Effective Date of Contract.
 - l. **Contractor** means a person or organization who is a successful bidder as a result of this ITB and who enters into this Contract Agreement.
 - m. **Effective Date of Contract** means the date of the Notice to Proceed.
 - n. **Exhibit** applies to forms which are included with this ITB for the bidder to complete and submit with the bid prior to the specified target date and time.
 - o. **Invitation to Bid (ITB)** means the solicitation document issued by the Town of Camp Verde to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
 - p. **May** means that a certain feature, component, or action is permissible, but not required.
 - q. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered nonresponsive.
 - r. **Notice to Proceed** is the written authorization by the Owner and the Town for Work to begin by Contractor.
 - s. **Owner** means the legal owner(s) of the property where the Work will be performed.
 - t. **Pricing** applies to the Bid Specification form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the ITB. The pricing forms must be completed and submitted by the bidder with the bid prior to the specified bid target date and time.
 - u. **Shall** has the same meaning as the word must.
 - v. **Should** means that a certain feature, component and/or action are desirable but not mandatory.
 - w. **Work** means performance and completion of all items stipulated in this ITB, including but not limited to construction, equipment, supplies, and/or services.

2. **INSURANCE.** The CONTRACTOR shall furnish insurance in accordance with the Contract Documents before execution of the Contract Agreement. The CONTRACTOR agrees to procure, provide, and maintain, at CONTRACTOR's sole expense, the following coverage:
- a) General Liability: as shall protect the contractor and the Town from claims for bodily injury, personal injury, and property damage which may arise out of the nature of the work or from operations under this contract. The contractor shall have general liability coverage on a per project basis, per occurrence, and in comprehensive form. At a minimum, the contractor shall provide general liability and excess general liability coverage in the following amounts:
 - b) Contractor shall provide limits of \$1,000,000 per occurrence/**\$2,000,000 per Aggregate**. As appropriate for specific contracts, contractor may have to provide excess coverage in an amount not less than \$2,000,000. For example: coverage may include \$1,000,000 per occurrence and \$2,000,000 aggregate as primary and \$2,000,000 excess.
 - c) Workers' Compensation Insurance (Statutory): Contractor shall furnish to the Town with satisfactory proof that he or she has, for the period covered under the Contract, full Workers' Compensation coverage for all persons whom the contractor may employ directly, or through subcontractors, in carrying out the work contemplated under the contract, and shall hold the Town free and harmless for all personal injuries of all persons whom the contractor may employ directly or through subcontractors. Coverage Statutory, plus Coverage A: Each Accident, B: Each Employee and C: Disease, Each \$1,000,000. **Exception:** sign a waiver provided by the Town of Camp Verde relative to being a sole proprietorship without any employees.
 - d) Property Insurance: The contractor/consultant shall have property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than \$1,000,000. The Town shall be held harmless for any damage to the contractor's/consultant's property and/or equipment during the course of executing the contract.
 - e) The Contractor shall keep said policies in force for the duration of the Agreement and for any possible extension thereof. The policy shall not be suspended, voided, canceled or reduced in coverage for the duration of the Agreement and for any possible extension thereof without at least thirty (30) days' notice of cancellation of material change in coverage. Such notice shall be sent directly to Town of Camp Verde, 473 S. Main Street, Ste. 102, Camp Verde, AZ 86322, Attn: Risk Manager.
 - f) All carriers shall be approved to write insurance in the State of Arizona and possess an A- or better A.M. Best rating.
 - g) With the execution of this Agreement, prior to the Notice to Proceed, Issued, Contractor shall simultaneously furnish to the Town of Camp Verde any original Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage to be in force on the date of this Agreement establishing that the contractor and all subcontractors have complied with insurance requirements previously stated.
 - h) Contractor shall furnish to the Town of Camp Verde any renewal Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage (if coverage has an expiration or renewal dates occurring during the term of this Agreement).
 - i) The receipt of any Certificate of Insurance and endorsement does not constitute an agreement by the Town of Camp Verde that insurance requirements have been met.
 - j) Failure of Contractor to obtain Certificates or other insurance evidence from other Contractors shall not be deemed a waiver by the Town of Camp Verde.
 - k) The Contractor's liability under this Agreement is not in any way limited by the insurance required by this Agreement.
 - l) Failure to comply with insurance requirements may be regarded as a breach of the Agreement terms.

The CONTRACTOR agrees to provide evidence to TOWN of such insurance prior to commencement of Work. Failure to provide adequate evidence of insurance or failure to maintain the insurance as required by this paragraph shall be grounds for terminating this Contract Agreement at the option of Town of Camp Verde.

3. **ASSIGNMENT.** The CONTRACTOR agrees not to assign the Contract without written consent by Town of Camp Verde.
4. **ADJUSTMENTS/CHANGES/DEVIATIONS.** No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the Town. The CONTRACTOR shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.
5. **PERMITS AND CODES.** The CONTRACTOR agrees to secure all necessary permits and license(s) required for the performance of this Contract in compliance with applicable local requirements, including local building and housing code, where applicable, whether or not specified in the Scope of Work or Specifications. Prior to construction, required permit(s) and the Scope of Work shall be posted and available at the job site.
6. **INDEMNIFICATION.** CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify, defend, save and hold harmless the Town of Camp Verde, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of CONTRACTOR or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against the Town of Camp Verde, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the Town of Camp Verde.
7. **STATE OF PREMISES.** The CONTRACTOR agrees to keep the premises broom clean and orderly and to remove all debris as needed during the course of the Work in order to maintain work conditions which do not cause health or safety hazards.
8. **LEAD-BASED PAINT.** The CONTRACTOR agrees to use no lead-based paint in the CONTRACTOR'S performance of this Contract, including the performance of any subcontractor. "Lead-based paint" means any paint containing more than six one hundredths of one percent (1%) lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied. The CONTRACTOR further agrees to completely remove existing home, and attached structures, including all materials such as lead based paint. Any debris, as a result of removal of existing structures, must be properly cleaned up and removed from project site. Upon removal of structures, CONTRACTOR shall mark the corners of the original building footprint and notify Town to proceed with site testing and lead based paint clearance. Estimated time for site testing is ten (10) working days. If tests indicate the presence of lead based paint, CONTRACTOR is responsible for material removal, and under no circumstances may site Work and or construction continue until lead based paint clearance has been obtained and approved by the Town. Subsequent to lead based paint clearance, the Town will forward a Notice to Proceed to CONTRACTOR.

9. TERMINATION. The CONTRACTOR agrees that Town of Camp Verde shall have the right to declare the CONTRACTOR in default if the CONTRACTOR fails to furnish materials or perform Work in accordance with the provisions of this Contract. In such event the Town of Camp Verde shall be responsible for providing written notice to the CONTRACTOR. Proof of mailing of such default by the Town is sufficient. If the CONTRACTOR fails to remedy such default within fifteen (15) days of such notice, the Town of Camp Verde shall have the right to select one or more substitute contractors. If the expense of finishing the Work exceeds the balance not yet paid to the CONTRACTOR on this Contract, the CONTRACTOR shall pay the difference to Town of Camp Verde.
10. INSPECTION. The Town of Camp Verde and their designees shall have the right to inspect all Work performed under this Contract. By such inspection, the Town of Camp Verde assumes no responsibility for defective material or Work under this Contract Agreement or for any breach of this Contract by the CONTRACTOR. Payment will be authorized by the Town of Camp Verde after the Work has been accepted.
11. EQUAL OPPORTUNITY. The CONTRACTOR agrees to abide by all Federal, State, or TOWN regulations relative to Equal Opportunity to all persons, without discrimination as to race, color, creed, religion, national origin, handicap, sex, marital status, age, status as with regard to public assistance or disability.

During the performance of this Contract Agreement, the CONTRACTOR agrees as follows:

- a. The CONTRACTOR will not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, handicap or national origin. The CONTRACTOR will take affirmative action to assure that qualified applicants are employed, and that qualified employees are treated during employment, without regard to their race, color, religion, sex, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - b. The CONTRACTOR will, in all advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
12. GOOD FAITH EFFORT. The CONTRACTOR agrees to provide for the fair utilization of minority/women-owned business enterprises in the performance of Work on this project and, where a contract is awarded, engage in a "good faith effort" to ensure that such business enterprises have the maximum opportunity to participate in the performance of Work under this Contract Agreement.
 13. DISPUTES. Disputes related to the Contract Documents will be resolved following steps set forth in Section I-B Disputes related to workmanship may also be resolved by referring information to the Registrar of Contractor's Office.
 14. CONTRACTOR'S RECORDS. CONTRACTOR certifies to the best of his or her knowledge and belief that:
 - a. The individual, sole proprietor, partnership, corporation, and/or association agrees to permit the Town of Camp Verde, Arizona Department of Housing (ADOH), U.S. Department of Housing and Urban Development (HUD), and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.

- b. The individual, sole proprietor, partnership, corporation, and/or association agrees to retain all records for at least five (5) years following the official Arizona Department of Housing "Closeout" date of the grant or the resolution of all audit findings, whichever is later.

15. CONFLICT OF INTEREST CERTIFICATION

- a. The undersigned is fully aware that this contract is wholly or partially federally funded, and further, by submission of the bid or proposal that the individual or firm certifies that:
- b. There is no substantial interest as defined by Arizona Revised Statutes §38-503 through §38-505 with any public official, employee, agency, commission, or committee with the Town of Camp Verde.
- c. Any substantial interest, as defined by Arizona Revised Statutes §38-503 through §38-505m with any public official, employee, agency, commission or committee (including members of their immediate family) with the Town of Camp Verde that develops at any time during this contract will be immediately disclosed to the Town of Camp Verde.

16. The Contract Agreement is subject to termination pursuant to A.R.S. § 38-511.

17. BONDING. The CONTRACTOR will post with the TOWN a one hundred percent (100%) payment bond and a one hundred percent (100%) performance bond before start of project.

18. MISCELLANEOUS PROVISIONS - If any action at law or in equity is necessary to enforce or interpret the terms of this Contract Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

SECTION I-D

SUPPLEMENTARY CONDITIONS

1. CONTRACT AWARD

- a. Bid Protest Period. Any Bidder wishing to protest the Bid may do so as per NOTICE TO BIDDERS OF PROCEDURES TO FOLLOW IF PROTESTING A BID OR PROCUREMENT PROCESS USED IN CONJUNCTION WITH A HOME FUNDED PROJECT within 48 hours of the date and time bids are received.
- b. Contract Awards. The Grant Recipients will enter into a contract with the Contractor, complying with HUD Section 3, which states that preference should be given to (whenever possible) to local or women and minority owned businesses; the award will also be contingent on the lowest responsive, responsible Bid complying with these Instructions to Bidders, the Notice Inviting Bids, and other bidding requirements in the Contract Documents. By submitting a Bid, each Bidder agrees and consents that the Town of Camp Verde, in determining the successful Bidder and his eligibility for the award, may consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Bidder's performance of the Work. If a Bidder receiving a Notice of Award fails or refuses to execute the Contract Agreement with the stated time limit or fails or refuses to furnish the Bonds and proof of Insurance as required herein, the Town of Camp Verde may annul the award and declare the Bid Security forfeited, and may issue an award to the next lowest responsive responsible Bidder or may reject all Bids and re-advertise the project.

2. SCHEDULE

- a. Progress Schedule. Simultaneously with the execution of the Contract Agreement, the Contractor shall submit to the Town of Camp Verde an estimated progress schedule indicating the date each portion of the Work will be completed. The progress Schedule shall indicate the mobilization date, and date of completion including full restoration.
- b. Time of Performance. The Contractor shall construct and complete the Work, including final inspection, restoration, cleanup and acceptance of the Work within the Contract time. It is expressly understood and agreed, by and between the Town and the Contractor, that the Contract Time for the completion of the Work is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. The Contractor shall commence, or cause to be commenced, the actual Work within ten (10) working days upon receipt of the Notice to Proceed. The Contractor agrees to complete, free of liens or rights of liens of contractors, mechanics, laborers, all Work listed above within **sixty (60) consecutive calendar** days after the Effective Date of this Contract (date of Notice to Proceed), subject to extensions approved by the Town in writing for the period of any excusable delays (Including strikes, acts of God, delays in lead based paint testing, or other reasons beyond the control of the Town or Contractor). The Contractor agrees time is of the essence in this Contract.

3. STANDARD SPECIFICATIONS - All Work shall conform to all Town zoning and Building codes and ordinances.

4. VERIFICATION OF FIELD CONDITIONS AND PHYSICAL CONDITIONS

- a. Verification of Field Conditions. The Contractor shall verify the Field conditions and perform whatever surface and subsurface investigations are necessary to properly complete the Work.

- b. Physical Conditions. During examination as a bidder, the Contractor shall promptly notify the Town in writing of any additional Uniform Building Code violations or latent physical conditions at the site differing materially from those indicated in the Contract Documents.
- 5. SUPERVISION AND SUPERINTENDENCE - The Contractor shall supervise and direct the Work efficiently and with best skill and attention. Contractor shall be solely responsible for means, methods, techniques, procedures, and sequences of construction.
- 6. CONSTRUCTION PROCEDURES
 - a. Maintenance of Facilities. The Contractor shall be responsible for the protection and maintenance of all water, gas, irrigation, sewer, leach field and drainage pipelines and all lighting, power, communication or telephone conduits on the site of the Work.
 - b. Workmen. The Contractor shall at all times enforce strict disciplining and good order among his employees and those of any Subcontractor or Sub-subcontractor, and shall not employ on the Work any unfit person or anyone not skilled and experienced in the assigned task.
 - c. Materials. All Materials and equipment used in the Work shall be new, of good quality, suitable for the purpose intended.
- 7. PERMITS, FEES, AND TAXES - The Contractor shall secure and pay for all permits, governmental fees, and licenses necessary for the execution and completion of the Work. **The Town building permit fees shall be waived. The savings shall be appropriately reflected in the bid.**
- 8. SUBMITTAL - The Contractor shall submit for Homeowner/Town approval technical data describing the type of material to be incorporated into the Work.
- 9. SAFETY PRECAUTIONS
 - a. Contractor's Responsibility for Safety. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.
 - b. Safety Measures. The Contractor shall comply with all laws, ordinances, codes, rules, regulation and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.
 - c. Warnings and Barricades. The Contractor shall provide and maintain barricades, guards, watchmen, and all other necessary appliances and safeguards to protect the Work, life, property, and the public excavations.
- 10. TOWN AND PROGRAM ADMINISTRATOR STATUS DURING CONSTRUCTION
 - a. Authority of the Town of Camp Verde. The Town shall have the authority to enforce compliance with the Contract Documents. On all questions relating to quantities, the acceptability of materials, equipment, or Work, the adequacy of the performance of the Work, and the interpretation of the Specifications, the decision of the Town of Camp Verde is final and binding and shall be precedent to any payment under the Contract Agreement unless otherwise provided in the Contract Documents. The Town of Camp Verde shall have the authority to stop the Work or any part thereof as may be necessary to ensure the proper execution of the Work, to disapprove of or reject Work which is defective, to require the uncovering and inspection or testing

of Work, to require re-examination of Work, to issue interpretations and clarifications and to order minor changes or alterations in the Work and have Work re-done or done by a 3rd party at contractor's expense.

- b. Town's Inspection of the Work. The Town of Camp Verde will make periodic inspections of the progress and quality of the executed Work and will determine, in general, if the Work is proceeding in accordance with the Contract Documents.
- c. Limitations on Responsibility. The Town of Camp Verde and the Program Administrator will not be responsible for construction means, methods, techniques, procedures, sequences, or the safety precautions and programs incident thereto, or for the acts or omissions of the contractor or any Subcontractor, Sub-subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

11. CHANGES IN THE WORK

- a. Change Orders. Without invalidating the Contract Agreement and without notice to sureties or insurers, the Town of Camp Verde may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Change Order. The Contractor shall comply promptly with the requirements of all executed changes under the applicable conditions and requirements of the Contract Documents. Additional or extra Work performed by the Contractor without authorization of a Change Order will not entitle the Contractor without authorization of a Change Order will not entitle the contractor to an increase in the Contract Price or an extension of the Contract Time.
- b. Valuation of Change Orders. When required by the Town of Camp Verde, the Contractor shall submit in the form prescribed by the Town of Camp Verde an itemized cost breakdown with supporting data of the quantities and prices used by him in computing the value of any change that may be ordered.
- c. Contractor's Claims. If the Contractor wishes to make a claim for a change in the Contract Price or the Contract Time, the Contractor shall give the Town written notice thereof within ten (10) days after the occurrence of the event giving rise to such claim. This notice shall be given by the contractor before proceeding to execute the Work covered by the claim except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Price or the Contract Time resulting from a claim that is approved by the Town will be authorized by Change Order.

12. DEFECTIVE WORK - Correction of Defective Work. All Work, material, or equipment that is unsatisfactory, faulty, incomplete, or does not conform to the Contract Documents, or does not meet the requirements of any inspections, test, or approval is defective. If the Work or any part thereof is found to be defective, whether or not manufactured, fabricated, installed, completed, or overlooked and accepted by the Town, the Contractor shall, promptly and in accordance with the written instructions of the Town and within the reasonable time limits stated therein, either correct such defective Work or, if it has been rejected by the Town, remove it from the site and replace it with non-defective and conforming Work. The Contractor shall bear all costs for the correction or removal and replacement of defective Work and all additional direct and indirect costs the Town may incur on account of defective Work.

13. GUARANTEES AND WARRANTIES

- a. Contractor's Guarantee. The Contractor shall warrant and guarantee the entire Work and all parts thereof, including that performed and constructed by Subcontractors, and Sub-subcontractors, and others employed directly or indirectly on and for the Work, against faulty or defective materials, equipment, or workmanship for a minimum period of two (2) years from the date of the Town's written final acceptance of the Work or such longer period of time as may be prescribed by law or by the terms of any special guarantee or warranty

required by the Contract Documents. Shingles and other items with longer warranties shall be covered with the standard warranty period for the product.

- b. Bonds and Insurance. This performance bond and the public liability and property damage insurance shall remain in full force and effect for the entire time of the Contractor's guarantee.
- c. Corrections during Guarantee Period. The Contractor's correction of defective Work during the guarantee period shall be in accordance with the provisions of Paragraph 13.

14. PAYMENTS AND COMPLETION

- a. Contractor's Certificate. All applications for payment shall contain the Contractor's certification that all his labor for the period for which payment is claimed has been paid, including all amounts to the account of such labor lawfully required to be allocated, withheld, or set aside, and that he has assured himself and represents that all labor on the account of Subcontractors or Sub-subcontractors for which payment amounts are claimed has also been paid.
- b. Contractor's Warranty of Title. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the Work or not, will have passed to the Town prior to the making of the application for payment, free and clear of all liens, claims, security interests or encumbrances (hereafter referred to as "liens"); and that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Work, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.
- c. Method of Payment. Ninety percent (90%) will be paid following the completion of the septic, electric, water, delivery of the manufactured home, and hookup to all utilities. The Contractor shall apply for the final payment of ten percent (10%) within ten (10) business days of the final walk-through, approval of Homeowner/Town inspection, receipt of lien releases and other required documentation.

Payment shall not become due unless the application for payment is accompanied by such supporting data as the Town may require, together with complete and legally effective releases or waivers, satisfactory to the Town of Camp Verde, of all liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished hereunder. In lieu thereof and as approved by the Town of Camp Verde, the Contractor may furnish receipts or releases in full: an affidavit of the Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the Town or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of surety, if any, to final payment.

If any subcontractor, sub-subcontractor, or supplier fails or refuses to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the Town of Camp Verde to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor or his surety shall pay to the Town all moneys the Town may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

The Town of Camp Verde will, within ten (10) days after the Contractor has fulfilled and satisfied all the requirements herein, indicate in writing approval of payment or will return the application to the Contractor, indicating in writing reasons for refusing to approve final payment, in which case the Contractor shall make

the necessary corrections and resubmit the application. The Town of Camp Verde within ten (10) working days after approval of the application for final payment will pay the Contractor the amount so approved unless a longer period of time is prescribed by law or required for the lawful filing and publishing of notices of completion. The Town of Camp Verde shall not withhold payment to the Contractor except for non-compliance with the terms of this Contract Agreement, and shall not request the Contractor to perform Work outside the scope of this Contract Agreement as a condition of receiving payment.

- d. **Waiver of Claims.** The making and acceptance of final payment shall constitute (a) a waiver of all claims by the Town of Camp Verde against the Contractor except those arising from unsettled liens, from faulty or defective Work appearing after final acceptance of the Work by the Town of Camp Verde, from failure of the Work to comply with the requirements of the Contract Documents, or from the terms of any special guarantees or warranties required by the Contract Documents, and (b) a waiver of all claims by the Contractor against the Town of Camp Verde except those previously made in writing and still unsettled. However, any payment, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the performance bond and payment bond.

15. **LIQUIDATED DAMAGES - Liquidated Damages.** If the Contractor fails to complete the Work within the Time specified or within the time to which such completion may have been extended by the Town of Camp Verde in writing, the Contractor must pay to the town of Camp Verde the sum of two-hundred fifty dollars (\$250.00) for each and every calendar day that the time consumed in completing the aggregate of the Work exceeds the time allowed therefore; which said sum, in view of the difficulty of accurately ascertaining the loss which the town of Camp Verde will suffer by reason of delay in the completion of the Work hereunder is hereby finished and agreed as the liquidated damages that the Town of Camp Verde will suffer by reason of such delay, and not as a penalty. The Town of Camp Verde will deduct and retain out of the monies which may become due hereunder the amount of any such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the Town, the Contractor shall be liable to pay the difference upon demand by Town.

16. **SUSPENSION AND TERMINATION**

- a. **Suspension of Work.** The Town of Camp Verde, at any time and without cause, may suspend the Work or any part thereof by notice in writing to the contractor. Unless otherwise provided in the Contract Documents, the Contractor shall have no claim for damages or compensation on account of such suspension unless he makes a claim therefore, but the Contractor will be allowed an extension of the contract Time to complete the Work and an appropriate Change Order will be issued. The contractor shall resume the Work when so notified in writing by the Town.
- b. **Suspension of Contract Agreement.** If the Contractor abandons the Work, or if he is adjudged bankrupt or insolvent, or if he makes general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's actor to reorganize under bankruptcy or similar laws, or if he persistently fails to supply sufficient skilled superintendence and workmen or suitable materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the Town, or neglects to prosecute the Work in accordance with the Contract Documents including requirements of the progress schedule, or if he fails to promptly comply with the requirements of any Change Order, or if he assigns this Contract Agreement otherwise than herein provided, or if the Town at anytime is of the opinion that the performance of the Work is unnecessarily or unreasonably delayed or that the Contractor is willfully violating any of the provisions of the Contract Documents or is executing the same in bad faith, or if the Work is not fully completed within the Contract Time and any authorized

extensions thereof, or if the Town is of the opinion that the Work cannot be completed for the unpaid balance of the Contract Price or will not be completed within the Contract Time, or if the contractor otherwise violates any provision of the Contract Documents, then the Town may, without prejudice to any other right or remedy and by means of written notice to the Contractor and his surety, instruct the Contractor to discontinue all Work or any part thereof under the Contract Agreement or terminate the services of the Contractor.

- c. Contractor's Continuing Liability. When the Contractor's services have been discontinued or terminated, said discontinuance or termination shall not affect any rights of the Town against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the Town due the Contractor will not release the Contractor from liability.
- d. Termination of Contract Agreement. Upon seven (7) days written notice to the Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract Agreement. In such case, the Contractor will be paid for all Work satisfactorily executed and any proven expense sustained.

17. MISCELLANEOUS PROVISIONS

- a. Successors and Assigns. The Town and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract Agreement shall assign the Contract Agreement or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the Town.
- b. Cleaning Up. The Contractor shall at all times during the Work keep the site and premises, adjoining property, and public property free from accumulations of waste materials, rubbish, and other debris resulting from the Work, and at the completion of the Work shall remove all waste materials, rubbish and debris from and about the site and premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site and premises clean. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents. Paved walkways, parking areas, and road ways shall be swept and broom cleaned. Cleaning up operations shall include the removal and disposal of earth that is contaminated and the filling of resulting excavations with sound compacted earth as directed and approved by the Town. Contamination includes the earth in areas used for disposal of waste concrete, mortar, plaster, masonry, and like materials; areas in which washing out concrete and plaster mixers or washing of tools and like cleaning operations have been performed; areas that have been oiled, paved, or chemically treated; and areas where waste oils, solvents, paints, solutions, or similar materials of a penetrating nature have been incorporated into the soil. No waste material shall be buried or disposed of on the property unless so permitted in the Contract Documents or approved in writing by the Town. Before the Contractor applies for final inspection and acceptance of the Work all items of Work shall be complete, ready to operate, and in a clean condition as determined by the Town.

CIVIL RIGHTS PROVISION

Civil Rights Laws and Requirements

Title VI of the Civil Rights Act of 1964 provides that no person shall be: excluded from participation, denied program benefits, or subjected to discrimination on the basis of race, color, or National Origin under any program or activity receiving Federal financial assistance.

Title VIII of the Civil Rights Act of 1968, as of 1968, Title VIII amended prohibits discrimination in housing on the basis of race, color, religion, sex, or National Origin. This law also required HUD to administer its program in a manner that affirmatively promotes fair housing.

Section 3 of the Housing and Urban Development Act of 1968, as amended, provides that, to the greatest extent feasible, opportunities for training, and employment that arise through HUD-financed projects shall be given to lower-income residents of the project area. Section 3 also provides that contracts awarded in connection with such projects be awarded to:

- * Businesses located in the project area, (OR)
- * Businesses owned, in substantial part, by residents of the project area

Section 504 of that Rehabilitation Act of 1973, as amended, provides that no otherwise qualified individual shall, solely by reason of his or her handicap be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds.

Section 109 of the Housing and Community Development Act of 1974, as amended, provides that no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of race, color, National Origin, sex, age, or handicap under any program or activity funded in whole or in part under Title I (HOME) of the Act.

Section 104 of the Housing and Community Development Act of 1974, as amended, provides that the grantee "will affirmatively further fair housing."

The Age Discrimination Act of 1975, as amended, provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination - on the basis of age - under any program or activity receiving Federal funds.

Executive Order 11063 provides that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in:

- * Housing (and related facilities) provided with Federal assistance.
- * Lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

Executive Order 11246, as amended provides that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of Federal or federally assisted construction contracts in excess of \$10,000.

Furthermore, the Contractor shall

- * Use the term, "Equal Opportunity Employer" in all solicitations or advertisements for employees;
- * Bind the same responsibility to Subcontractors through contract language;
- * Acknowledge that non-compliance with Executive Order 11246 may result in contract termination, suspension, and the Contractor may be listed ineligible for future federal work.

Section 503, Affirmative Action for Workers with Disabilities provides that no employee or applicant shall be discriminated against in employment because of mental or physical disability, in regard to any position for which he/she is qualified. Notices shall be posted in conspicuous places. The Contractor shall bind the same responsibility to Subcontractors through contract language.

LOBBYING CERTIFICATION
CERTIFICATION FOR CONTRACT, GRANTS, LOANS & COOPERATIVE
AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

These Certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Typed name of official)

(Signature of official)

(Typed name of firm)

(Date)

AFFIRMATIVE ACTION CERTIFICATION

The Town of Camp Verde, as required by National Policy, the Arizona Department of Housing and the HOME Program, is an Affirmative Action Employer and therefore encourages the use of minority business enterprises, women-owned business enterprises and small business enterprises in a rural area whenever possible.

Although not required as a part of the bid, the Town of Camp Verde requests your cooperation in submitting the following certification a part of your bid package.

Name of Firm: _____

1. **Minority Business** ☐ **Yes** ☐ **No**

A minority business enterprise is a business concern that is (1) at least 51% owned by one or more minority individuals, or in the case of a publicly owned business, at least 51% of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners.

There is no standard definition of minority used by all federal financial assistance agencies; however, recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under Section 5 of Executive Order 11625.

Business firms that are 51% owned by minorities, but are in fact managed and operated by non-minority individuals do not qualify.

2. **Women Business Enterprise** ☐ **Yes** ☐ **No**

A women business enterprise (WBE) is a business concern that is (1) at least 51% owned by one or more women, or in the case of a publicly owned business, at least 51% of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more of the women owners. Business firms that are 51% owned by women, but are in fact managed and operated by men do not qualify.

3. **Small Business Enterprise in a Rural Area** ☐ **Yes** ☐ **No**

A small business enterprise in a rural area (SBRA) is a business concern that is physically located outside any standard metropolitan statistical area.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

(Typed name of official)

(Signature of official)

(Typed name of firm)

(Date)

**SAMPLE
ARIZONA STATUTORY BID BOND**

PURSUANT TO TITLES 28, 34 AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter "Principal"), as Principal, and _____, (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____, with its principal offices in the Town/City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the Town of Camp Verde, Arizona, (hereinafter "Obligee"), as Obligee, in the amount of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the Work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid of \$_____ to furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of **Project No. 302-11-01**.

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section §34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this _____ day of _____, 2012.

PRINCIPAL SEAL SURETY

SEAL

By: _____
Attorney-in-Fact

By: _____

Its: _____
Agency of Record

Agency Address

SAMPLE
ARIZONA STATUTORY PERFORMANCE BOND

PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT _____ (hereinafter "Principal"), as Principal, and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the Town/City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Town of Camp Verde, Arizona (hereinafter "Obligee") in the amount of _____ (Dollars) (\$____), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the ____ day of _____, 2012, to furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of **302-11-01** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice of the Surety, and during the life of any guarantee required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this ____ day of _____, 2012.

PRINCIPAL SEAL

AGENCY OF RECORD

AGENCY ADDRESS

BY: _____

SURETY SEAL

BY: _____

SAMPLE
ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT:

(hereinafter "Principal"), as Principal, and _____ (hereinafter Surety), a corporation organized and existing under the laws of the State of _____ with its principal office in the Town/City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the Town of Camp Verde, Arizona (hereinafter "Obligee") in the amount of (Dollars) \$_____, for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the ____ day of _____, 2012, to furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of **Project 302-11-01** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFOR, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the Work provided for in the Contract Agreement, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this ____ day of _____, 20012.

PRINCIPAL

SEAL

AGENCY OF RECORD

BY: _____

AGENCY ADDRESS

SURETY

SEAL

BY: _____

AFFIDAVIT
(To be filled in and executed if the Contractor is a Corporation)

Date: _____

State of: _____)ss

County of: _____)

_____, being duly sworn, deposes and says; that he
(Authorized Representative)

is Secretary of _____, a corporation organized and existing under
(Company)
and by virtue of the laws of the State of _____, and having its principal office at:

_____ (Number and Street) _____ (City)

_____ (Name of County) _____ (State)

affiant further says that he is familiar with the records, minute books and by-laws of _____
(Name

_____ affiant further says that _____
Corporation) (Name of Officer)

_____ of the Corporation is duly authorized to sign the contract for the
(Title)

following: _____
(Name of Contract)

for said Corporation by virtue of _____
(State whether a provision of by-laws or a resolution of the Board

_____ of Directors, if by resolution, give date of adoption)

(Signature)

Subscribed and sworn to before me this _____ Day of _____, 20_____.

(Notary Public)

My Commission expires _____, 20_____.

ATTACHMENT I

CONTRACTOR'S QUALIFICATION STATEMENT

The bidder is required to state, in detail, in the space provided below, their experience and qualifications for providing the items and the Work included in the proposed contract, to enable the Town of Camp Verde, Arizona to judge his/her responsibility, experience, skill and financial standing. Among other things, this statement shall include the following: Evidence to the effect that the Bidder maintains a permanent place of business; evidence to the effect that the Bidder has suitable and sufficient storage capacity to house the bid items until installation/delivery thereof; evidence to the effect that the Bidder has a suitable financial status to meet the obligations incident to the Work specified within the Town's Bid documents; and evidence to the effect that the Bidder has all required licenses and tax I.D.'s.

[illegible]

Name of Company: _____

By: _____ Title: _____

Date: _____

Subcontractor List

Each Bidder shall provide a list of all subcontractors to include the name and business address of each Subcontractor proposed to perform or render service for a portion of the Work, or to specially fabricate and install a portion of the Work.

Name:	Address/Phone	ROC #

ATTACHMENT 2
TENTATIVE PROJECT SCHEDULE

TASK

TASK

DATE

Site Inspections permitted to begin	April 9, 2012
Pre-Bid Conference (not mandatory, but preferred)	April 9, 2012 10:00 a.m. to 12:00 p.m.
Bid Proposals to be submitted (to include specific floor plans)	April 30, 2012 at 2:45 p.m.
Bid Opening	April 30, 2012 at 3:00 p.m.
Dealer/Contractor Selection/Notice of Award	May 7, 2012
Contract/Notice to Proceed	May 14, 2012

PROJECT MILESTONES

DATE

Contract Signing with Homeowner	May 10, 2012
Order Placement may begin	May 14, 2012
If new unit, a model unit or descriptive informational pamphlet must be available to homeowner	May 14, 2012
Site location ready & available for Contractor work	May 28, 2012
Unit set up & ready for occupancy	June 28, 2012
Project Complete	July 30, 2012

Note: In the event a non-local Dealer is selected, he/she shall have available copies of floor plans, options, carpet samples, tile samples, and wall paper samples, etc. to enable homeowner to make selections at time of contract signing and/or order placements due to the inability of some homeowners to travel.

**ATTACHMENT 3
BID PROPOSAL CONTACT INFORMATION
HOME REPLACEMENT**

PROJECT: ITB 302-11-01

TO: HOME PROGRAM ADMINISTRATOR

In compliance with your Request for Proposals and general and special bid conditions, the undersigned hereby proposes and agrees to furnish the products required in accordance with the specifications, terms and conditions, and amendments, contained in the bid proposal and at the prices set forth herein.

For clarification of this offer, contact _____

Phone: _____

Company Name

Signature of Person Authorized to Sign Bid

Address

Printed Name

City State Zip

Title

Date

**ATTACHMENT 4
HOME REPLACEMENT
BID QUOTATION
FORM**

The undersigned agrees to furnish the Town of Camp Verde Housing Rehabilitation at **3319 E. Robin Lane, Camp Verde, AZ** in accordance with the specifications contained in Bid No. 302-11-01

Complete & Affix Attachment 5 with itemized costs

Lump Sum Amount \$ _____

Completion Date: _____

Submitted by: _____

Address: _____

Telephone: _____

State of Arizona Tax I.D. # _____

Town of Camp Verde
Business License # _____

Signature: _____

Printed: _____

E-Mail _____

Title: _____

Date: _____

Warranties

The contact person for returns is: _____

Telephone number is: _____

Company Name or Bidder's Name: _____

Business Address of Bidder: _____

Phone Number of bidder: _____

ATTACHMENT 5

SCOPE OF WORK/PROPOSAL INSTRUCTIONS/ BID SPECIFICATION WORKSHEET

The General scope of work is described in this section. The scope of work is for a proposal/agreement to provide specifications and competitive bids for a Factory Built/Modular Housing Unit or a Manufactured Housing Unit of the following type for the Grant Participant:

One double-wide, all-electric unit, 3 bedrooms, 2 bathrooms. Square footage should be at least 1,200 square feet or more.

Energy Efficiency Requirements:

- R-30 minimum insulation on the roof and in the walls
- SEER 14 on Energy Star HVAC unit, including programmable thermostat
- Dual Pane Low E Energy Star windows
- Insulated metal frame exterior doors
- Low VOC paint
- Solar Water Heater or Tankless Water Heater
- Low-flow water fixtures
- Compact fluorescent bulbs throughout
- Energy Star appliances to include stove, refrigerator, dishwasher, washer and dryer
- No structural air leakage
- Light colored shingles and exterior paint

The total cost for rehabilitation work should not exceed **\$90,000.00**. The Town may elect to accept or reject one or more separately scheduled bid item(s) within the Bid. *(Note: While we have specified a target cost, this is a competitive bid process; therefore proposals under target cost will improve competitiveness in bid process.)* **The Homeowner, in cooperation with the Town of Camp Verde, will select the contractor/manufacturer/dealer in accordance with HOME grant guidelines. The Homeowner and or the Town of Camp Verde reserve(s) the right to reject any or all proposals, or combination of items submitted.**

PROPOSAL INSTRUCTIONS/BID

All proposals include delivery, set-up on a permanent foundation, tie-downs and approved inspection of replacement home. The proposal must include all delivery charges and applicable taxes. All proposals must meet and include the following specifications:

Permits, Removal, Moving and Set-up:

- Permits must be secured and approved; however, Town permit fees will be waived. Contractor shall obtain and post on site all permits and licenses necessary to complete this project. Contractor and subcontractors must have current license required by the State and Town. IT WILL BE THE RESPONSIBILITY OF THE SUCCESSFUL CONTRACTOR TO ENSURE THAT all required Building Permits are submitted and received and inspection(s) are requested of the Building Department at the proper time. Inspections include, but are not limited to: Blue Stake, and Town of Camp Verde inspections (sewer, septic, permanent power, set back, finals, etc.).

Cost: _____

- All materials and methods of construction related to Work performed on this project must comply with locally adopted code requirements and must meet the approval of local code enforcement officials.
- Contractor will furnish all of the plans, materials, supplies, tools, equipment, labor and other services for the construction and completion of the project.
- Temporary removal and subsequent replacement of any existing fencing or gates on properties to allow for access for removal of existing home and replacement with new home. Any removal of mature landscaping must be approved by Homeowners and Town.

Cost: _____

- Disconnect existing utilities .EXISTING MOBILE HOME MUST BE REMOVED FROM PROPERTY BEFORE INSTALLING NEW MANUFACTURED HOME. CONTRACTOR is responsible for the safe and complete removal of existing home and attached structures. CONTRACTOR must provide proof of proper disposal of existing structure(s). Existing mobile home is under no circumstances to be used for residential or other uses, within the Town limits of the Town of Camp Verde.

Cost: _____

- All material must be properly removed from site. CONTRACTOR will notify Town at least two (2) weeks prior to scheduled complete removal of existing structures and material from site, to allow Town to schedule property clearance.

Installation:

- Site preparation including leveling and grading to ensure drainage away from foundation; installation of compacted AB gravel underneath home.

Cost: _____

- Existing septic system to be pumped, inspected, and certified by a licensed septic services contractor. If existing septic system is deemed inadequate as per Arizona Department of Environmental Quality (ADEQ) and or Yavapai County Environmental Services requirements, existing system shall be repaired or replaced.

Cost: _____

- Delivery, complete installation, set-up including leveling, exterior finishing and tie-down of new home(s) on a permanent foundation on the designated site located in the Town of Camp Verde, Arizona. All Work to be performed and provided by licensed and bonded manufacturer, dealers or contractors, and in compliance with the appropriate regulatory agency statutes, rules and guidelines (*Arizona Registrar of Contractors and/or the Arizona Department of Building Fire Safety*). All CONTRACTOR and Subcontractor license numbers must be provided with the proposal.

Cost: _____

- Utilities, including telephone, electricity, water and propane, are provided on site: proposals should include extension and hook-up. The installation provided by the manufacturer/ dealer shall be a turn-key operation including all utility trenching, electrical upgrades, and water and sewer connection from the source to the housing unit, (will not exceed 50 feet). Coordination with the various utility companies for hookup will be the responsibility of the manufacturer/dealer.

Cost: _____

- Removal of all wheels, axles, hitches and other hardware and construction debris from jobsite before Work is considered completed.

Additional Requirements:

- Home shall be set to best utilize existing rear concrete patio
- Standard steps constructed of Trex or similar mater at rear entrance from concrete patio
- Patio cover at the rear of the home shall be replaced as part of the project
- A covered 10 x 10 landing with steps shall be installed at the front entrance of the home. Decking material shall be Trex or similar material. A covered porch area that is part of the manufactured home may be substituted for this requirement.

Cost: _____

CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 2012, by and between _____, party of the first part, hereinafter designated the **OWNER**, and, _____, party of the second part, hereinafter designated the **CONTRACTOR**.

WITNESSETH: That the said Contractor, by these presents does covenant, contract and agree with the said Owner, for and in consideration for the payments made, as provided for in the Scope of Work in the Invitation to Bid, Project #302-11-01 to the Contractor by the said Owner at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by this agreement free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary for **OWNER-OCCUPIED HOUSING REHABILITATION PROJECT PROGRAM – PROJECT NUMBER 302-11-01**.

The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with HUD Specifications and AZ DEPARTMENT OF HOUSING, HOUSING QUALITY STANDARDS. The drawings or prints and other information furnished by the Contractor in accordance with the Specifications, are made a part of this agreement. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of said Specifications and Plans, drawings or prints, the same as though the said work was contained and described in all. The undersigned has, or will obtain, a Camp Verde business license prior to execution of the contract, and further, will ensure all subcontractors have a Camp Verde business license before beginning any work.

The "Invitation to Bid", "Special Conditions", "Specifications", "Proposals", "Plans", and "Addenda" and any other attachment in the Town's official contract documents are hereby understood to be a part of this contract.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the Town of Camp Verde Program Administrator or his/her properly authorized agents, on whose inspection all work shall be accepted or rejected. The said Program Administrator, the Town's Building Official, and/or the Home Owner shall have full power to reject or condemn all materials furnished or work performed under this Contract, which do not conform to the terms and conditions herein expressed.

In the event Town staff and/or Home Owner exercises his/her right to reject work and the deficiency is not corrected, a notice of noncompliance shall be issued to the contractor. Payment may be withheld because of defective work not remedied. All claims or disputes arising out of this Contract or the breach of it may be decided by arbitration in accordance with the American Arbitration Association.

In return for the performance of this Contract by the Contractor, the Town agrees to pay on behalf of the Home Owner, the amount **PER THE PROPOSAL (including all applicable taxes)** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed as original thereof, have been duly executed by the parties named, on the date and year first herein written.

HOME OWNER/DATE:

CONTRACTOR/DATE:

By: _____

By: _____
President/Owner

